

LaPorte City Teamsters #238 (Police) (Public Works) 7/1/2005 6/30/2007

AGREEMENT

This Agreement made and entered into by and between the City of La Porte City, Iowa hereinafter referred to as the "Employer" and Chauffeurs, Teamsters and Helpers Local 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

ARTICLE 1 PURPOSE

Section 1.1

The purpose of the City of La Porte City and the Union in entering into this Agreement is to set proper standards of wages, hours, working conditions and other conditions of employment so as to promote the efficiency of law enforcement and the Public Works Department; the morale and security of employees covered by this Agreement; and harmonious relations.

ARTICLE 2 RECOGNITION

Section 2.1

Employees covered under this Agreement include all regular full-time police officers and all regular full-time employees in the public works department and excludes all elected officials and all other City employees.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1

In addition to all powers, duties and rights of the Employer established by constitutional provisions, statute, ordinance, charter, special act or common law, the Union recognizes the powers, duties and rights which belong solely, exclusively and without limitation to the Employer, to-wit:

- (a) The right to discipline for proper cause.
- (b) The right to enforce and require employees to observe rules and regulations set forth by the Employer.
- (c) The right to set working hours.
- (d) The right to determine police department procedures and working rules.
- (e) All other rights specifically mentioned at Chapter 20.7,

Code of Iowa provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 3.2

The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives that the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

Section 3.3

The Employer will not interfere with the right of its employees to become members of the Union. There shall be no discrimination by the Employer because of membership or non-membership in the Union.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

Section 4.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

- (a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) That it will earnestly strive to improve and strengthen good will between and among the Employer and its employees, the Union, and the public.

Section 4.2

The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any Union activity that will interrupt or interfere with the operations of the Employer.

Section 4.3

A Union member shall not draw wages paid to them by the Employer

while engaged in negotiations with the Employer to establish, renew or amend the Collective Bargaining Agreement. Any such time spent by a Union member during regular working hours shall be considered an unpaid, authorized absence. The Employer shall not require the Union member to use vacation time, personal days or other such authorized time away from their normal duties in order that they may be present during negotiations.

ARTICLE 5
UNION REPRESENTATIVES

Section 5.1

Authorized representatives of the Union, upon notice given to the Department Head, may visit and confer with representatives of the Employer. If such Union representatives desire to confer with a Union Steward or any employee, he must first notify the Department Head.

ARTICLE 6
SALARIES AND WAGES

Section 6.1

Following is the salary schedule for fiscal year July 1, 2005:

Police

	Effective	
	07/01/05	07/01/06
Probationary Patrol (New Hire)	\$12.77	\$13.15
Probationary Patrol (Certified)	\$13.09	\$13.48
1 year Patrol	\$13.73	\$14.14
2 year Patrol	\$14.28	\$14.71
Sergeant	2 year Patrol wage + \$1.50/hr. (\$15.78)	\$16.21

Public Works

Lead Person w/Grade 3 Waste Water Operator License

Public Works Crew wage + \$1.50/hr.
(\$15.64) (\$16.06)

Lead Person

Public Works Crew wage + \$0.50/hr.
(\$14.64) (\$15.06)

Public Works Crew

\$14.14 \$14.56

Pay Rates for New Hires:

Date of Hire: 70% of Crew Wage

After 90 days: 75% of Crew Wage

After 1 year: 85% of Crew Wage

After 2 years: 95% of Crew Wage

After 3 years: 100% of Crew Wage

ARTICLE 7 (Police)
COURT LEAVE

Section 7.1

An employee who is subpoenaed or called as a witness or to otherwise give information before a court or duly constituted body, when such information is required by their official position, shall be considered at work for the purpose of this article.

Section 7.2 An off-duty employee who is called to give testimony as set forth in Section 7.1 above, shall receive a credit for a minimum of (2) two hours worked for such time spent. No employee shall receive pay pursuant to this article and Article 8 for the same hours worked.

Section 7.3 All witness fees, excluding mileage reimbursement for off-duty employees, shall be consigned to the employer. If a city owned vehicle is used, mileage reimbursement will also be consigned to the employer.

Section 7.4 All hours worked under this section shall be paid at the employee's straight time rate.

ARTICLE 8
STANDARD WORK WEEK

Section 8.1 (Police)

Effective July 1, 2005, the standard work week consists of forty (40) hours worked in no less than five (5) eight (8) hour days.

Section 8.2 (Public Works)

Effective July 1, 2005, the standard work week consists of forty (40) hours worked in no less than five (5) eight (8) hour days. There will be no split shifts worked. All employees will normally have a thirty-minute unpaid lunch period. All employees will normally have a fifteen minute break period during the first half and the second half of each shift.

ARTICLE 9
OVERTIME

Section 9.1 (Police)

Overtime consists of scheduled or emergency work performed in excess of the normal work period provided the normal work period is a minimum of eight (8) hours in a given day and forty (40) hours in a given week. Employees called in after regular work hours shall be paid a minimum of one (1) hour overtime provided the normal work period requirements have been met. If normal work period requirements have not been met for that pay period in which

an employee is called in, the employee shall then be paid a minimum of one (1) hour at the regular rate.

Section 9.2 (Public Works)

Overtime will be paid at the rate of one and one-half (1 1/2) times the employee's base rate for all work in excess of eight (8) hours per day or forty (40) hours per work week.

ARTICLE 10 (Public Works)
STANDBY

Section 10.1

Employees required to be on Holiday/Weekend waste disposal plant standby will be paid \$35.00/day. Employees with holding a Grade 3 Wastewater Operator's License will be paid \$40.00/day. Time worked when called in shall be paid at the appropriate overtime rate as provided herein.

ARTICLE 11
HOLIDAYS

Section 11.1

Listed below are the paid employee holidays:

Independence Day Labor Day
Veteran's Day Thanksgiving Day
Christmas Day New Years Day
Employee's Birthday Memorial Day
Good Friday Four (4) personal days

Hours actually worked on holidays will be paid at 1 1/2 times the employee's regular rate.

ARTICLE 12 (Police)
CLOTHING ALLOWANCE

Section 12.1

The City shall provide complete uniform sets and equipment to each newly hired officer.

Section 12.2

On July 1st each officer shall receive a credit of up to \$400.00 each year for the purchase and replacement of uniforms. Said credit to be used on the approval of the Police Chief. The City will be responsible for cleaning and maintenance of uniforms.

ARTICLE 13
GROUP HEALTH AND LIFE INSURANCE

Section 13.1

The Employer will maintain a group health insurance policy for employees and their dependents. A portion of the cost of health insurance, based upon the employee's selected health insurance coverage, shall be deducted each pay period from the employee's wages, as follows:

	Effective	
	07/01/05	07/01/06
Family Coverage	\$15.00	\$25.00
Single Coverage	\$ 7.50	\$15.00

Prescriptions will be included in the coverage; co-payments and cost of prescriptions shall be determined by the terms of the policy.

Section 13.2

The Employer shall provide, at no cost to the employees, twenty thousand dollars (\$20,000.00) of life insurance for full time employees, two thousand dollars (\$2,000.00) for the employee's spouse and one thousand dollars (\$1,000.00) for each dependent.

Section 13.3

The Employer will provide at no cost to the employees a long-term disability program for illness or accident away from work with a payment of 60% of monthly earnings and a \$5,000.00 maximum monthly benefit.

ARTICLE 14

SICK LEAVE

Section 14.1

Accrual. Employees shall be entitled to sick leave of eight (8) hours for each month worked with an accrual limit of ninety-six (96) hours per annum and an aggregate limit of eight hundred forty (840) hours.

Section 14.2

Compensation. An employee eligible for sick leave with pay may use such sick leave, upon approval, for absence due to illness or injury. An employee requesting sick leave shall inform the City Office or Supervisor of the fact and the reason therefore, no less than one (1) hour before starting office hours, or at the time of illness if on duty. Failure to do so may be cause for denial of pay for the period of absence. A doctor's certificate may be required before approving sick leave with pay. Before payment is made for leave periods of three (3) days or more in succession, medical certification shall be required. Sick leave may be used for absence due to physical examinations or medical treatment, but only in units of full hours (one hour or more).

Section 14.3

Reimbursement. After five years of continuous employment, an employee who leaves the employment of the Employer in good standing and after giving two (2) weeks notice of such termination, shall be reimbursed for one half (1/2) of his /her accumulated sick leave in a cash payment subject to a maximum of forty-five (45) paid days. This shall be paid at the employee's average straight time rate for the last three (3) months of employment.

ARTICLE 15 VACATIONS

Section 15.1 (Police)

Vacation Schedule: Vacations will be awarded on July 1 of each year.

After one year 10 working days vacation
After eight years 15 working days vacation
After 15 years 20 working days vacation

Section 15.2 (Police)

Up to two (2) weeks of vacation time may be carried over for use after June 30th of the fiscal year in which it is awarded, but only with the written consent of the Police Chief. All such carried over vacation time must be used between July 1st and August 31st.

Section 15.3 (Public Works)

Vacation Schedule: Vacations will be awarded on July 1 of each year. No vacation or casual time may be taken during the week prior to and including the weekend of the local annual celebration.

After one year 80 hours vacation
After eight years 120 hours vacation
After 15 years 160 hours vacation

Section 15.4 (Public Works)

Up to two (2) weeks of vacation time may be carried over for use after June 30th of the fiscal year in which it is awarded, but only with the written consent of the Department Head. All such carried over vacation time must be used between July 1st and August 31st. Vacation may be used in four (4) hour increments.

ARTICLE 16 FUNERAL LEAVE

Section 16.1

A regular employee may be granted up to three (3) days off with pay, with the approval of the Police Chief or Public Works

Director, to attend the funeral of a member of his/her family (wife, husband, children) or his/her mother, father, sister, brother, father-in-law, mother-in-law, stepmother, stepfather, grandchild, foster child (if currently in the physical care of the employee), grandmother and grandfather. Extensions, without pay, may be granted with the approval of the Police Chief or Public Works Director.

ARTICLE 17 MILITARY LEAVE

Section 17.1

Military leave, with pay, shall be granted as is required by state or federal law.

ARTICLE 18 TRAINING AND EDUCATION

Section 18.1

The Employer shall establish training requirements and programs. The Employer shall, as required, pay for or provide transportation, subsistence and tuition for training purposes. Employees will be paid at the regular straight time hourly wage for all training.

ARTICLE 19 (Police) FALSE ARREST LAWSUITS

Section 19.1

The Employer shall defend, save harmless and indemnify employees as required by Chapter 316A of the Code of Iowa unless outside the scope of his or her duties as determined by the Employer.

ARTICLE 20 USE AND MAINTENANCE OF EMPLOYER OWNED EQUIPMENT

Section 20.1

Employer owned vehicles and equipment will be maintained at a level which will insure reasonable safety and reliability. The Employer, in its sole discretion may promulgate rules with respect to the care and maintenance of equipment by employees and the Employer.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 21.1

A grievance, defined as a disagreement on the part of the Union or any employee in regard to the interpretation and application of the specific terms of this Agreement, arising under this contract will be administered without prejudice by either party in the following manner:

Step 1. The aggrieved employee, by himself or with the steward, will discuss the grievance with the supervisor. Any complaint or grievance not taken up with the supervisor within forty-eight (48) hours (holidays and Sundays excluded) after the basis for the grievance is known to the employee shall be considered waived and no further consideration of the grievance may be given.

Step 2. If the grievance is not resolved within twenty-four (24) hours after notifying the supervisor, a written grievance must be filed with the Police Chief or Public Works Director with a copy to the City Mayor within three (3) work days from the date the immediate supervisor is notified. If the grievance is not satisfactorily adjusted within five (5) work days:

Step 3. An Arbitrator shall be agreed upon between the parties or selected from the list of arbitrators provided by the Public Employees Relations Board. The names of arbitrators shall be stricken until only one remains.

The scope and authority of the arbitrator is limited solely to the interpretation of this contract, and any decision made by the arbitrators shall not have the effect of adding to, subtracting from, nor modifying in any degrees, any provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both parties, and the fees and expenses, if any, of the arbitrator shall be borne equally by the parties to this Agreement.

ARTICLE 22 PAY PERIOD

Section 22.1

Employees will be paid on the 15th and the last day of the month.

ARTICLE 23 UNION DUES/DEDUCTIONS

Section 23.1

The Employer agrees to deduct from the pay of all employee members of the Union, dues, initiation fees, and/or uniform assessments of the Local Union and agrees to remit to the Union all such deductions once a month provided written notification is received

stating, at a minimum, the amount, reason, and starting date of deduction and containing an original signature of the employee.

ARTICLE 24 SAVINGS CLAUSE

Section 24.1

Should a court of competent jurisdiction declare any article, section or clause of this Agreement illegal, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

ARTICLE 25 (Public Works) UNIFORMS

Section 25.1

The Employer will provide eleven (11) sets of uniforms for each employee. The Employer will pay 100% of the cost for maintenance and replacement of these uniforms.

ARTICLE 26 GENERAL CONDITIONS

Section 26.1

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, and the reference to any party includes its agents, officials and employees.

Section 26.2

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agreed that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 26.3

This Agreement shall be effective July 1, 2005 through June 30,

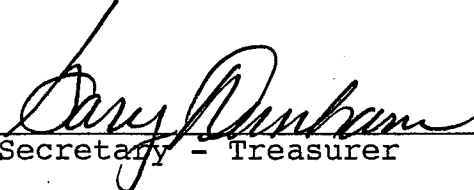
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Section 26.4

This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served, either party may offer any modification of Agreement.

Signed this 24 day of ^{June}~~March~~, 2005.

CHAUFFEURS, TEAMSTERS AND HELPERS CITY OF LA PORTE CITY, IOWA
LOCAL UNION NO. 238, affiliated
with the INTERNATIONAL BROTHERHOOD
OF TEAMSTERS


Secretary - Treasurer


Mayor


Business Representative


City Clerk